

MEMORANDUM

TO: BOSTON REDEVELOPMENT AUTHORITY AND
STEPHEN COYLE, DIRECTOR

FROM: WILLIAM D. WHITNEY, ACTING ASSISTANT DIRECTOR FOR
URBAN DESIGN AND DEVELOPMENT
LINDA BOURQUE, ASSISTANT DIRECTOR FOR
NEIGHBORHOOD PLANNING AND ZONING
LARRY KOFF, COORDINATOR INSTITUTIONAL PLANNING
MARK BRESSLER, ASSISTANT GENERAL COUNSEL

SUBJECT: NORTHEASTERN UNIVERSITY
LEARNING RESOURCE CENTER

EXECUTIVE
SUMMARY:

Northeastern University proposes to build a 218,000 gross square foot library. In conformance with Articles 26A and 26B of the Boston Zoning Code, Northeastern University has submitted for Authority consideration a Development Impact Project Plan, a Development Impact Project Agreement and a Boston Residents Construction Employment Plan. Appropriate votes follow.

The Learning Resource project is to be a 5-story structure, of which one floor will be below grade. The library is to be constructed on a portion of the Hayden Lot adjacent to the Ell Student Center and to the north of the Southwest Corridor.

The plans for this facility have been prepared by The Architects Collaborative. Public meetings have been held in Roxbury and the Fenway and the Institutional Expansion Board approved the project in September, 1987. These plans are consistent with the University Master Plan which was prepared by Sasaki Associates and which is now under community review.

The Board of Appeal held a public hearing on this project in October, 1987 to hear the University's request for relief from yard and parapet setback requirements, as well as a conditional use for an academic facility in a H-3 district. The Board of Appeal subsequently ruled that it would approve the zoning relief sought by Northeastern University subject to a ruling from the City Law Department as to the applicability of Articles 26A and 26B. The City Law Department ruled that the project is subject to Articles 26A and 26B and is therefore required to enter into a Development Impact Project Agreement. Northeastern University has prepared the appropriate plans and agreements for the Authority's consideration.

The proposed Learning Resource Center will contain an estimated 218,000 square feet of gross floor area. A housing contribution grant of \$590,000 and a jobs contribution grant of \$118,000 for a total contribution of \$708,000 are described in the attached DIP Plan and Agreement.

The need has been identified for a commitment by the applicant to work with the City and the Authority on campus and area-wide traffic planning. Northeastern University currently has in excess of 3,500 parking spaces. With the opening of the Southwest Corridor and improved transit ridership, Northeastern University maintains that it can absorb the loss of some 200-250 parking spaces which will result from the construction of this facility on the Hayden parking lot. As provided in the DIP Agreement, Northeastern University has agreed to work with the City and the Authority on additional area-wide traffic planning and the adoption of additional measures to increase transit ridership and reduce the use of the automobile.

We therefore recommend that the Boston Redevelopment Authority approve the Development Impact Project Plan as presented and authorize the Director to execute the Development Impact Project Agreement.

Appropriate votes follow:

VOTED: That in connection with the Development Impact Project Plan for The Northeastern University Learning Resource Center Project, located in the Fenway area of Boston, presented at a public hearing duly held before the Boston Redevelopment Authority on February 11, 1988, and after consideration of the evidence presented at that hearing, the Boston Redevelopment Authority finds that said Plan: (1) conforms to the general plan for the City of Boston as a whole; (2) contains nothing that will be injurious to the neighborhood or otherwise detrimental to the public welfare; and (3) does adequately and sufficiently satisfy all other criteria and specifications for a Development Impact Project Plan as set forth in Articles 26A and 26B of the Boston Zoning Code as amended; and further

VOTED: That pursuant to the provisions of Articles 26A and 26B of the Boston Zoning Code as amended, the Boston Redevelopment Authority hereby approves the Development Impact Project Plan for the Northeastern University Learning Center. Said Development Plan is embodied in a written document entitled "Development Impact Project Plan for Northeastern University Learning Resource Center," dated February 11, 1988, and in a series of schematic drawings listed as Exhibit B in said document; said document and plans shall be on file in the office of the Assistant Director for Neighborhood Planning and Zoning of the Authority; and further

VOTED: That the Authority hereby authorizes the Director to execute, in the name and on behalf of the Authority, a Development Impact Project Agreement, in substantially the form attached hereto, and other necessary agreements with Northeastern University, and to certify in the name of the Authority that plans submitted to the Inspectional Services Commissioner in connection with said project are in conformity with said Development Impact Project Plan

and that the developer has entered into an Agreement with the Authority to be responsible for the Housing Contribution and a Jobs Contribution Grant.

and further

VOTED: That in reference to petition Z-9963, Northeastern University, 376 Huntington Avenue, for four conditional use permits and two variances as referenced in the Development Impact Project Plan for the Northeastern University Learning Resource Center, which is approved by the Authority today, the Boston Redevelopment Authority recommends approval, provided that final plans indicating landscaping are submitted to the Authority to ensure that they are consistent with plans previously approved by the Authority and with the Development Impact Project Plan, and provided that Northeastern make a commitment to undertake immediately the preparation, in concert with the City Transportation Department and the BRA, of a campus access plan as part of the master plan review process and participate along with other area institutions and the City in an areawide traffic study providing appropriate matching funding.

BOSTON REDEVELOPMENT AUTHORITY

Fact Sheet

Northeastern University

Learning Resource Center
Huntington Avenue, Boston

DEVELOPER	Northeastern University 360 Huntington Avenue, Boston, MA
ARCHITECT	The Architects Collaborative 46 Brattle Street, Cambridge, MA
DESCRIPTION OF SITE	A parcel of land on the Northeastern University central campus, adjacent to the Ell Student Building to the northeast, the MBTA Southwest Corridor to the southeast, and the Snell Engineering Building to the southwest.
DESCRIPTION OF PROJECT	Four story (plus one level below grade) learning resource center, approximately 218,000 gross square feet in area, containing library, laboratories, classrooms, faculty and administrative facilities.
EMPLOYMENT	It is estimated that approximately 200 construction jobs will be created by the project. Northeastern is committed to affirmative action and equal employment opportunity plans.

LINKAGE

Development Impact Project Contribution (estimate)	\$590,000
Jobs Contribution (estimate)	\$118,000
TOTAL (estimate)	\$708,000

ZONING DEVIATIONS
REQUIRED

Conditional Use Permits:

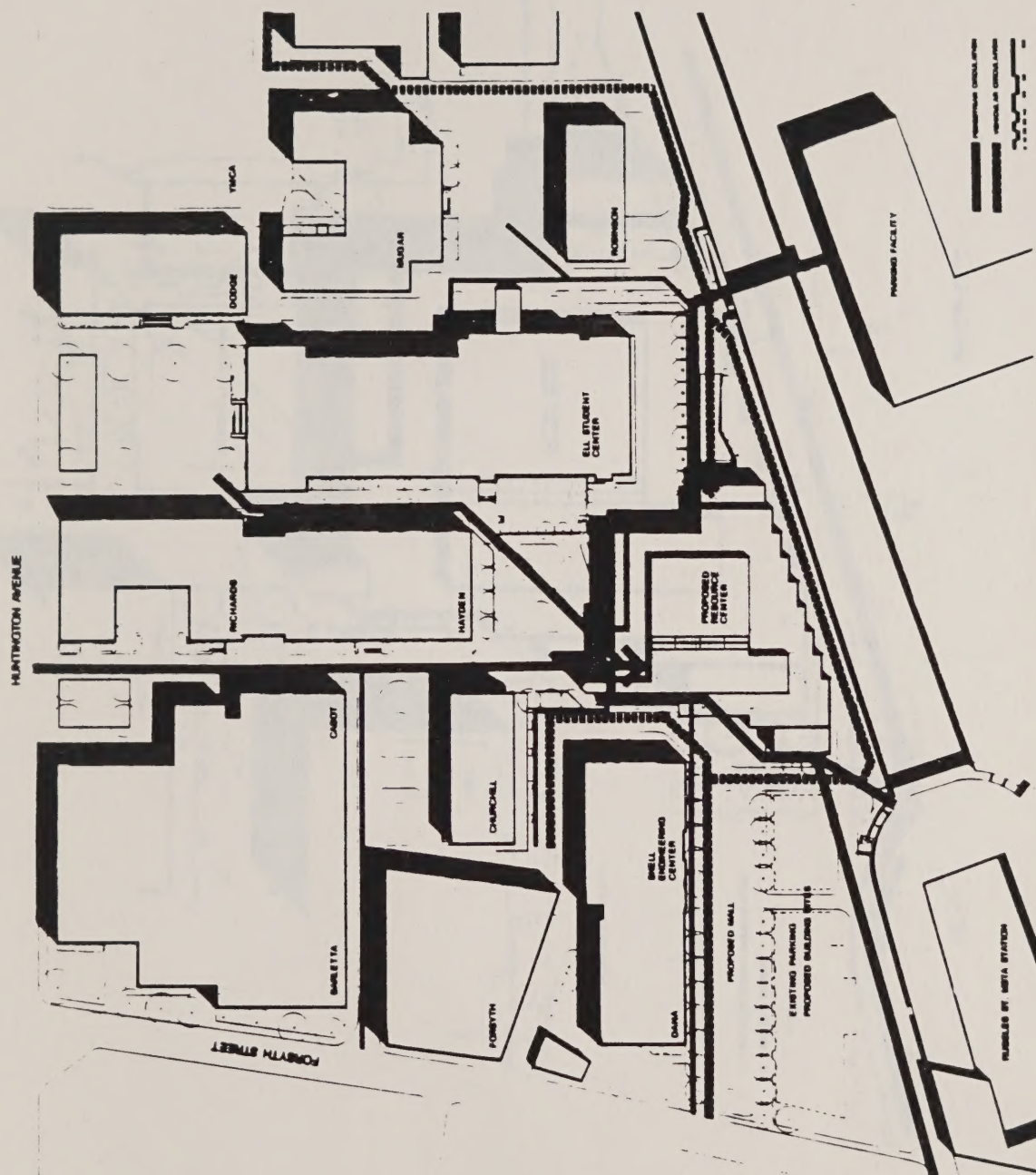
University, library, research and
teaching laboratory, and other
accessory uses

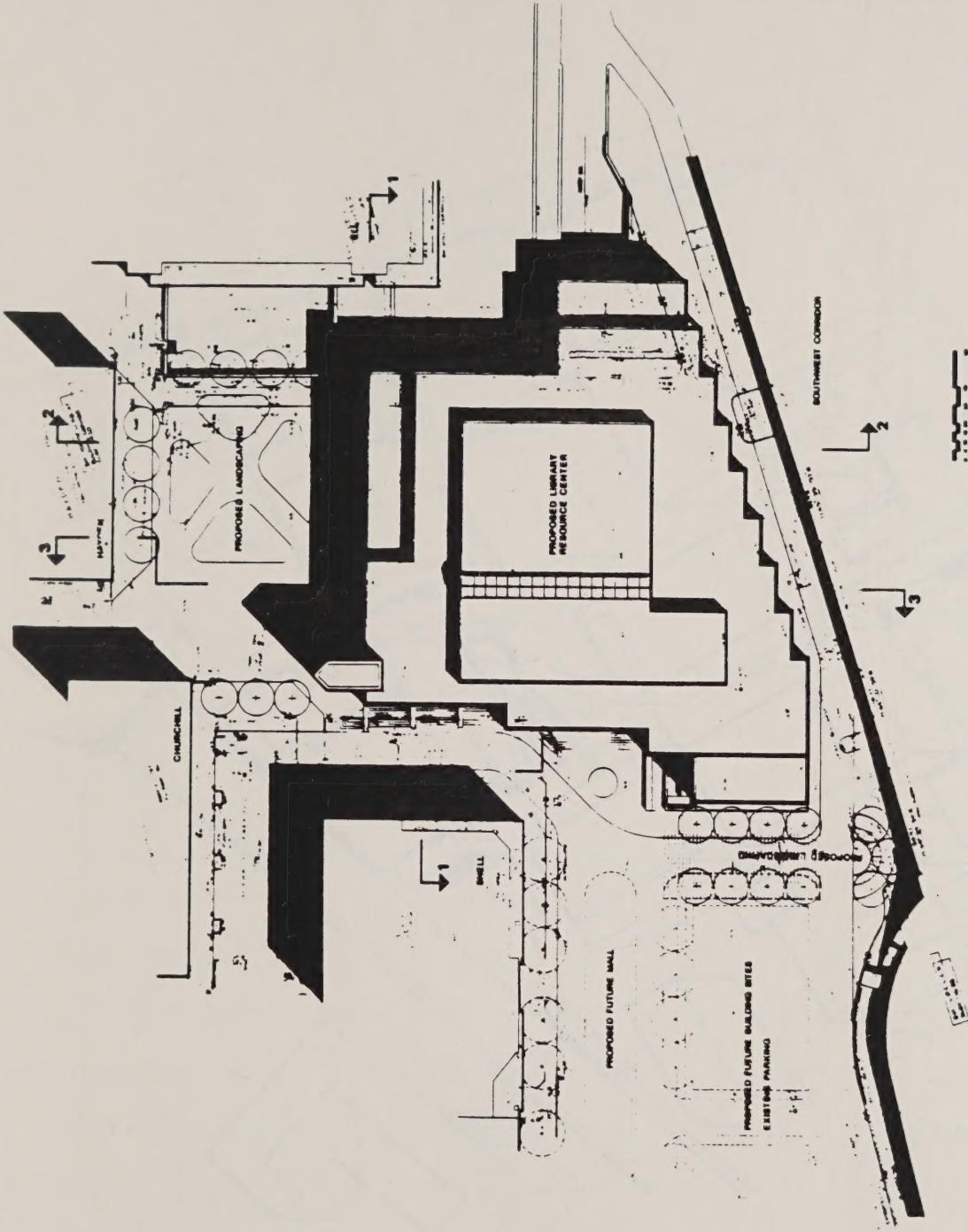
Variances:

Front Yard (7' brick wall
encroaching within minimum required
front yard)

Setback of Parapet:

- Northwest side: 37'6" required;
20' provided.
- Southeast side: 54'8" required;
25' provided.





REVISIONS OCTOBER 1987
 REVISIONS 20 AUG 1987

TAC

NORTHEASTERN
 UNIVERSITY LIBRARY
 RESOURCE CENTER

SITE PLAN

211

REVISED 20 AUG 1987

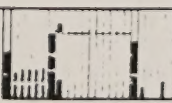
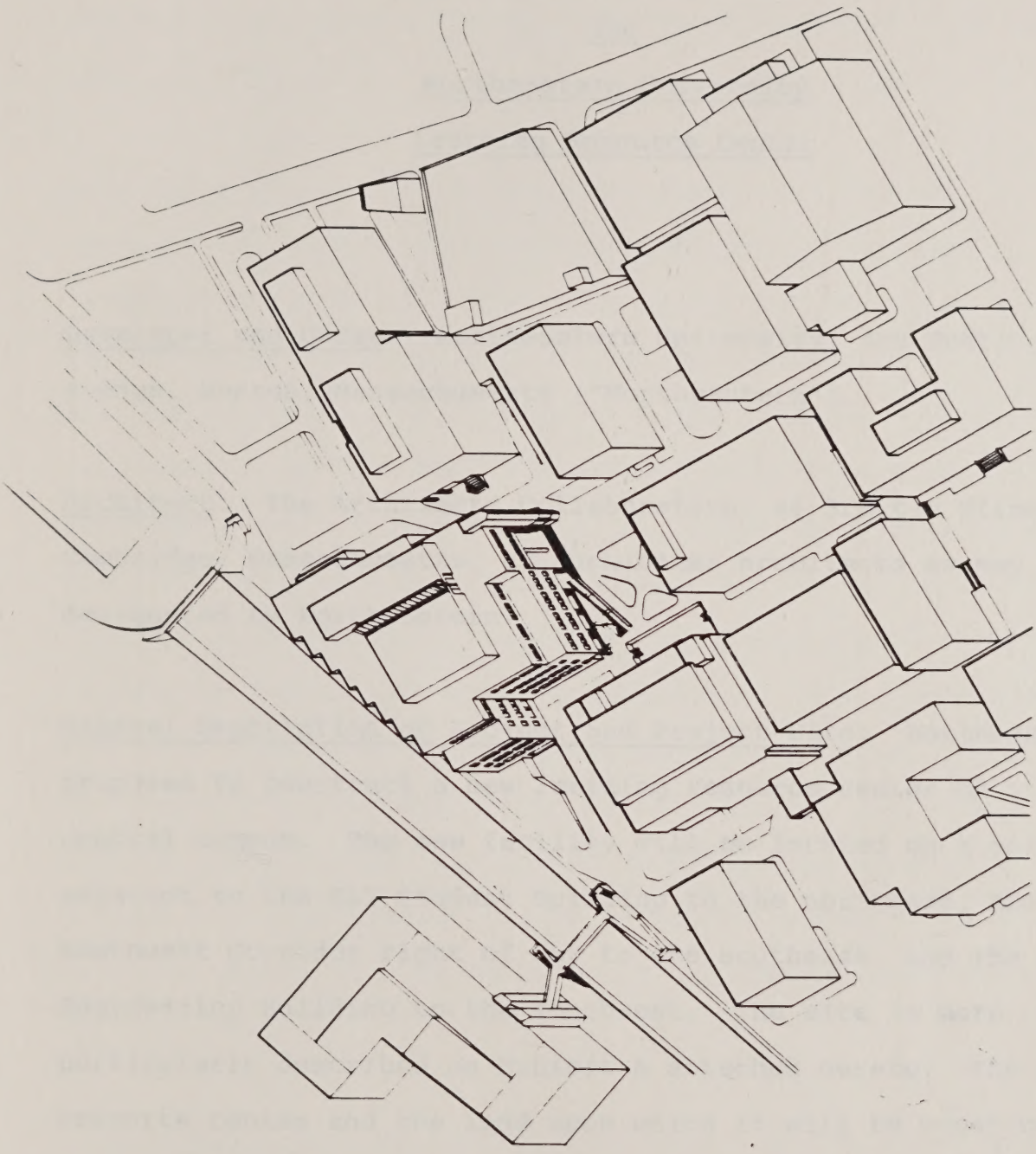
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NORTHEASTERN
UNIVERSITY LIBRARY
RESOURCE CENTER

AERIAL VIEW

6.10



BOSTON REDEVELOPMENT AUTHORITY

February 11, 1988

Development Impact Project Plan

for

Northeastern University

Learning Resource Center

Developer and Owner: Northeastern University, 360 Huntington Avenue, Boston, Massachusetts ("Northeastern").

Architect: The Architects Collaborative, 46 Brattle Street, Cambridge, Massachusetts, or such other architects as may be designated by Northeastern.

General Description of Project and Project Site: Northeastern proposes to construct a new learning resource center on its central campus. The new facility will be located on a site adjacent to the Ell Student Building to the northeast, the MBTA Southwest Corridor right of way to the southeast, and the Snell Engineering Building to the southwest. The site is more particularly described on Exhibit A attached hereto. The new resource center and the land upon which it will be constructed are herein referred to as the "Project".

The Project will contain approximately 218,000 square feet of gross floor area (unless otherwise indicated, all building square footages referred to herein are gross floor areas as defined in the Boston Zoning Code) on five floors, four above grade and one below.

Employment Plans: It is anticipated that the Project will create approximately 200 construction-related jobs. Pursuant to the DIP Agreement (hereinafter referred to), Northeastern will submit to the Boston Redevelopment Authority (the "Authority") a Boston Residents Construction Employment Plan, intended to satisfy the requirements of the Mayor's Executive Order Extending the Boston Residents Jobs Policy dated July 12, 1985, and the applicable requirements of the Ordinance Establishing the Boston Employment Commission set forth in Chapter 12 of the Ordinances of 1986, as amended by Chapter 17 of the Ordinances of 1986. Northeastern will also formulate an Employment Opportunity Plan, providing for Northeastern's good faith efforts to achieve a goal that 50% of certain new permanent employment opportunities created by the Project shall be made available to Boston residents, as more fully described in, and subject to, the DIP Agreement hereinafter referred to.

Development Impact Project Contribution: The Project is a Development Impact Project under the Boston Zoning Code (the "Zoning Code") and, as required thereunder, Northeastern will

enter into a Development Impact Project Agreement with the Authority for the Project (the "DIP Agreement"). Under the DIP Agreement, Northeastern shall be responsible for making a Development Impact Project Contribution (the "DIP Contribution") with regard to the Project. The DIP Contribution shall be made, at Northeastern's option, by (i) the grant and payment by Northeastern of a sum of money, payable at the times and in the manner and under the conditions specified in the DIP Agreement (referred to in Section 26A-2 of the Zoning Code as the "Housing Contribution Grant" but payable at the rate set forth in Section 26A-3(2)(a) of the Zoning Code), (ii) the creation by Northeastern of low and moderate income housing units at a cost at least equal to the amount of the Housing Contribution Grant and under the conditions specified in the DIP Agreement (referred to in said Section 26A-2 as the "Housing Creation Option"), or (iii) a combination of options (i) and (ii) above. Should Northeastern's obligation with regard to the DIP Contribution be satisfied solely in the form of a Housing Contribution Grant, total payments from Northeastern are estimated to be approximately \$590,000, calculated as follows:

Total Estimated Gross Square Footage of Uses Enumerated in Table D of Article 26A of the Zoning Code	218,000
Less Exemption	100,000
Net Gross Square Footage for Purposes of Payment	118,000
	x <u> \$5 </u>

Total Estimated Housing Contribution Grant:	\$590,000
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As described in the DIP Agreement, the above-referenced figures are estimates; if the gross floor area of the Project as actually constructed differs from the estimate stated above, the amount of the Housing Contribution Grant payable by Northeastern will be correspondingly adjusted.

Jobs Contribution Grant: As required under Section 26B-3 of the Zoning Code, and as required under the terms of the DIP Agreement, Northeastern shall also be responsible for making a Jobs Contribution Grant with regard to the Project, in the manner and under the conditions specified in the DIP Agreement. The Jobs Contribution Grant is estimated to be approximately \$118,000, calculated as follows:

Total Estimated Gross Square Footage of Uses Enumerated in Table E of Article 26B of the Zoning Code	218,000
Less Exemption	100,000
Net Gross Square Footage for Purposes of Payment	118,000
	x <u> \$1 </u>

Total Estimated Jobs Contribution Grant:	\$118,000
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As described in the DIP Agreement, the above-referenced figures are estimates; if the gross floor area of the Project as actually

constructed differs from the estimate stated above, the amount of the Jobs Contribution Grant payable by Northeastern will be correspondingly adjusted.

Estimated Construction Time: The construction of the Project has an expected duration of approximately twenty-four months from the start of construction.

Proposed Uses: The Project may be used for the following uses: library; research and teaching laboratories; classrooms; copy center; kitchenette; food and beverage vending for university staff, faculty and students; administrative and faculty offices; lounges; mechanical and storage areas and other accessory uses and services.

Proposed Location and Appearance of Structures: The location and appearance of the Project will conform with the plans prepared by the Architect listed on Exhibit B attached hereto. Such plans are subject to further design development, review and refinement and are hereby incorporated herein by reference and are referred to herein as the "Plans". The Project will be surrounded by other academic buildings on Northeastern's campus.

The layout of the spaces and functions within the new facility is shown on the Plans; however, the Plans shall not be deemed to restrict Northeastern as to space planning or other matters within the Project.

Proposed Location and Appearance of Open Spaces and Landscaping:

The locations and general layout of open spaces and landscaping on the site are shown on the Plans. Details of landscaping elements are subject to further design development and Authority approvals.

Densities: The Project Site is located within the H-3 zoning district. The floor area ratio for the Project will not exceed 2.55 (calculated as provided in the Zoning Code).

Proposed Traffic Circulation: The Project is intended to modernize and consolidate the library and other information resource facilities of the University. Such facilities are currently out-moded and severely over-crowded. Construction of the Project will permit the existing campus library to be used for classrooms and faculty offices. Currently Northeastern must lease space in the neighborhood for such purposes, and the Project will allow the consolidation of some of such leased space into the University's own buildings. No new academic programs are anticipated as a result of the Project. Current demographic trends indicate a significant decline in college enrollments in

coming years. For these reasons, it is not anticipated that the Project will result in any significant change in the number of students, faculty or staff commuting to the Northeastern campus. The open hours of the new facility will be substantially the same as the hours of the existing library. Accordingly, Northeastern does not anticipate that the availability of the new facility will result in a change in commuting patterns. To the extent that the new facility will be less congested and more comfortable than the current library facilities, some students may be encouraged to spend longer periods of time on campus, which could delay their p.m. commuting until after the peak hours.

With respect to pedestrian circulation, all users and staff will enter either from the plaza or from the southwest entrance. Two ramps are provided for the handicapped to negotiate the four foot rise from grade to the entrance level.

Service access for receiving and building servicing will be at the basement level, reached by a ramp from the service road running along the southeast side of the building.

Proposed Parking Facilities and Access to Public Transportation:

The proposed resource center will be used by Northeastern's students, faculty and staff; as noted above, it is not expected that there will be any increase in students, staff or faculty as a result of the Project. A University parking lot containing approximately 200-250 spaces will be eliminated to clear the site for construction of the Project. Northeastern has accounted for

the elimination of these spaces in its long range planning by construction of a 995-car parking garage completed in 1987, located across the MBTA Southwest Corridor from the Project. In addition, Northeastern has implemented the following parking demand reduction and management strategies in order to reduce existing on-campus parking demand:

- (a) Northeastern has actively participated in the MBTA pass program for several years. Currently approximately 750 employees of the University utilize the program, which is available by means of payroll deduction or cash. Passes are also made available to students of the University.
- (b) Northeastern encourages use of mass transit by periodically distributing information including MBTA maps, schedules and fare rates to all employees and students. In its recruiting material for prospective students, the University stresses its accessibility by public transportation.
- (c) The University has devoted substantial efforts to improving public transportation service to the Northeastern campus and the neighborhood. The Project and the Northeastern campus as a whole are very well-served by mass transit, including Orange and Purple

line service at Ruggles Station, five minutes walk from the Project, Green Line service on Huntington Avenue, and numerous bus routes serving Ruggles Station and Huntington Avenue. The addition of the Purple Line stop at the Ruggles Station, and the increase in scheduled service, are due primarily to the University's efforts.

The University is hopeful that usage of the mass transit services available at the Ruggles Station will increase as students, faculty and staff adjust to the new transportation options, further decreasing demand for on-campus parking. Northeastern will request information from the MBTA concerning ridership on the Orange and Purple line services, to develop more accurate information on transit usage. On-campus parking demand reaches a peak during the spring quarter. The spring of 1988 will be the first spring quarter occurring after the opening of the new parking garage. The University's goal is to achieve a decrease in demand for on-campus parking so that, after completion of the Project, the supply of on-campus parking (after elimination of spaces as described above) will equal the demand.

Pedestrian Safety: The Project will improve the pedestrian environment in the area of the Project and for the campus in general. The Project is in the heart of the central campus area, so that it will be accessible from many major academic buildings

without crossing a street or other vehicular right of way. The building access and landscaping improvements in the vicinity of the Project are designed to coordinate with surrounding uses and structures to improve the pedestrian environment.

Additional Traffic Mitigation: Northeastern has implemented the following measures in order to further mitigate traffic concerns in its campus area:

- (a) To alleviate traffic congestion during the summer months, the University has implemented a four-day work week.
- (b) The University has arranged a staff work schedule to allow varied work schedules during school vacation periods.
- (c) To minimize peak hour traffic congestion, the University releases all employees at 3:30 p.m. during the beginning of the fall quarter to promote a smooth and efficient flow of traffic in the surrounding area.

Transportation Committee: The University has long recognized the need to plan and coordinate activities intended to alleviate traffic problems for the institution and neighborhood residents.

For this reason, Northeastern has created a University-wide Transportation Committee made up of faculty, students and administrators.

Northeastern will undertake a campus-wide Transportation Access Plan in conjunction with future up-dates of its Master Plan.

In addition, under the annual in-lieu-of-tax payment agreement made by Northeastern for the new parking garage, funds may be dedicated by the University, subject to the approval of the Mayor, for certain specific programs. Northeastern will cooperate with the City of Boston Transportation Department in connection with the City's transportation planning for the larger area affected by the University's operations, and will contribute appropriate matching funds to the cost of such planning, provided that other institutions in the City also contribute equitably, and provided that the format and procedures of such planning studies are mutually agreeable to the City, Northeastern and such other institutions, and that such contributions are funded through the garage in-lieu-of-tax agreement.

Construction Management Plan: If requested by the Authority or the City Transportation Department, Northeastern will prepare a construction management plan which will describe measures intended to maintain existing levels of service on adjacent

roadways during the construction of the Project to the extent feasible, and shall submit such plan to the City for approval. Such approval shall be obtained before the commencement of construction on the Project.

Proposed Loading Facilities: Service access for receiving and building servicing will be at the basement level, reached by ramp from a service road located southeasterly of the building.

Proposed Dimensions of Structures: The dimensions of the structures included in the Project are shown on the Plans.

Design Review: The Authority requires submission of design drawings for review and approval at three phases in the design review process in accordance with submission requirements normally followed by the Authority:

- a. Schematic Design Drawings;
- b. Design Development Drawings and Outline Specifications; and
- c. Working Drawings and Final Specifications.

Design Development Plans and Working Drawings and Final Specifications are in the process of review by the Authority, and, when approved by the Authority, shall be conclusively deemed to be in conformity with this Development Impact Project Plan.

Boston Civic Design Commission: The Project is subject to Article 28 of the Boston Zoning Code, requiring review by the Boston Civic Design Commission. Copies of the Schematic Design Drawings for the Project have been submitted to the Commission for review pursuant to said Article 28.

Environmental Review: Northeastern has reviewed potential environmental impacts of the Project, including commissioning of an oil and hazardous materials site evaluation by Haley & Aldrich and a shadow study for the Project by The Architects Collaborative. No material adverse environmental impacts of the Project have been identified.

Zoning: The Project site is located within the H-3 Zoning District. It is also located within the Institutional Overlay and Restricted Parking Districts. Northeastern has sought Conditional use permits and variances for the following matters:

Conditional Use Permits:

College or university granting degrees by authority of the Commonwealth of Massachusetts (Use Item No. 16A); library or museum not conducted for profit, and accessory to a use listed under Use Item No. 16A, whether or not on the same lot (Use Item No. 20A); scientific research and teaching laboratories not conducted for

profit and accessory to a use listed under Use Item No. 16A, whether or not on the same lot (Use Item No. 24); and accessory and incidental uses and services (Use Item No. 79).

Variances:

- Front Yard (7' brick wall encroaching within minimum Front Yard required by Zoning Code).
- Setback of Parapet:
 - Northwest side of resource center:
37' 6" required, 20' provided.
 - Southeast side of resource center:
54' 8" required, 25' provided.

Legal Information: The entire Project site is owned and controlled by Northeastern. There are no legal judgments outstanding or court actions pending which involve the Project.

List of Exhibits

Exhibit A - Description of Project site

Exhibit B - List of Plans

LEGAL DESCRIPTION
Library Resource Center
Northeastern University, Boston

Beginning at a point between lands of Northeastern University and the M.B.T.A., N 44°-44'-34" E, 19.50 feet from the end of a curve having a radius of 117.78 feet and a length of 123.42 feet; thence

Through land of Northeastern University the following courses and distances:

N 28-22-09 W, 169.41 feet; thence
N 61-37-51 E, 39.00 feet; thence
N 28-22-09 W, 183.67 feet; thence
N 61-37-51 E, 145.00 feet; thence
N 16-37-51 E, 31.11 feet; thence
N 61-37-51 E, 71.00 feet; thence
S 28-22-09 E, 154.50 feet; thence
N 61-37-51 E, 52.00 feet; thence
S 28-22-09 E, 115.20 feet; thence

along land of the M.B.T.A. the following courses and distances:

S 43-29-36 W, 97.43 feet; thence
S 43-35-57 W, 99.93 feet; thence
S 44-10-59 W, 116.71 feet; thence
S 44-44-34 W, 31.41 feet to the point of beginning.

Containing 86,798 square feet or 1.993 Acres.

EXHIBIT B

List of Plans

- 1.10 Index of Drawings, Notes, Symbols, and Abbreviations
- 2.10 Existing Conditions
- 2.11 Site Utilities
- 2.12 Layout & Grading Plan
- 4.10 Basement Plan
- 4.11 Level 1 Plan
- 4.12 Level 2 Plan
- 4.13 Level 3 Plan
- 4.14 Level 4 Plan
- 4.15 Penthouse Plan
- 4.16 Roof Plan
- 4.17 Basement/Level 1 Partial Plan
- 5.10 Building Sections N-S
- 5.11 Building Sections E-W
- 5.20 Building Elevations NW, SW
- 5.21 Building Elevations NE, SE
- 5.22 Building Elevations - Partial
- 5.50 Stair Sections

DEVELOPMENT IMPACT PROJECT AGREEMENT
INCLUDING PROVISIONS FOR THE JOBS CONTRIBUTION GRANT
FOR
NORTHEASTERN UNIVERSITY
LEARNING RESOURCE CENTER

THIS AGREEMENT, dated as of February __, 1988 between the BOSTON REDEVELOPMENT AUTHORITY (hereinafter "Authority"), a body politic and corporate created pursuant to Chapter 652 of the Acts of 1960 as amended, and Northeastern University, a non-profit educational institution having an address at 360 Huntington Avenue, Boston, Massachusetts, and its successors, assigns and legal representatives (hereinafter "Applicant"); the Authority and Applicant, collectively, shall be referred to herein as the parties.

W I T N E S S E T H:

WHEREAS, the Applicant proposes to construct a new learning resource center (hereinafter "Project");

WHEREAS, the Project Site is comprised of a parcel of land located on the Applicant's central campus, as more particularly described on Exhibit A attached hereto (hereinafter "Project Site");

WHEREAS, the Project constitutes a Development Impact Project as defined in Section 26A-2(1) of Article 26A of the Boston Zoning Code and Section 26B-2(1) of Article 26B of the Boston Zoning Code; and

WHEREAS, the Neighborhood Housing Trust (the "Housing Trust") as referred to in Article 26A of the Boston Zoning Code has been created by Declaration of Trust dated November 19, 1985 pursuant to an Ordinance Establishing The Neighborhood Housing Trust passed by the City Council on May 21, 1986 and approved by the Mayor on July 6, 1986; and

WHEREAS, the Neighborhood Jobs Trust as referred to in Article 26B of the Boston Zoning Code has been created by Declaration of Trust pursuant to an Ordinance Establishing The Neighborhood Jobs Trust passed by the City Council on August 19, 1987 and approved by the Mayor on September 8, 1987;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1. DEVELOPMENT IMPACT PROJECT PLAN

1.1 Development Impact Project Plan. The parties hereby acknowledge that the Applicant submitted to the Authority a Development Impact Project Plan (hereinafter "Plan") attached hereto as Exhibit B and hereby incorporated by reference, as required by Section 26A-3 of Article 26A of the Boston Zoning Code, and after a public hearing held on February 11, 1988, notice of which was published in The Boston Herald on February 5, 1988, the Authority approved the Plan on February 11, 1988. The Applicant intends to proceed with the Project, subject to any circumstances not currently anticipated by the Applicant. If the Applicant does proceed with the Project, it hereby agrees to do so in accordance with the Plan.

ARTICLE 2. LINKAGE PAYMENT

2.1 Linkage Payment. The Applicant shall be responsible, in accordance with the terms of this Agreement, for a Development Impact Project Contribution (hereinafter "Linkage Payment") as such term is defined in Section 26A-2(3) of the Boston Zoning Code, in the amount as calculated and set forth in 2.4 of this Agreement. The Applicant may, at its option, satisfy its obligation for the Linkage Payment, in whole or in part, by contributing to the creation of housing units for occupancy exclusively by low and moderate income residents of the City of Boston, as described in 2.2 of this Agreement (hereinafter "Housing Creation Option"), or by payments made in accordance with 2.3 of this Agreement (hereinafter "Housing Payment Option").

2.2 Housing Creation Option. If the Applicant shall elect to contribute to the creation of housing units for occupancy exclusively by low and moderate income residents of the City of Boston, the Applicant shall submit a proposal in writing to the Authority on or before the Payment Date, as defined in 2.6 of this Agreement and as further defined in the Housing Creation Regulations (hereinafter "Regulations"). Such proposal approved in accordance with the Regulations shall satisfy the provisions of the Housing Creation Option set forth in Section 26A-2(3)(a) of Article 26A of the Boston Zoning Code. The proposal shall include a description of the number, location, cost and design of the housing units. Applicant pledges compliance with said regulations. The proposal shall be subject to the approval by the Authority only after public notice and hearing.

2.3 Housing Payment Option. If the Applicant shall elect to contribute money payments, said payments shall be paid to the Collector-Treasurer of the City of Boston, Room M-5, One City Hall Square, Boston, Massachusetts 02201, as

custodian (the "NHT Trustee"), pending acceptance of such payments for the Housing Trust by the City. The Applicant hereby agrees to notify the Authority of the delivery of such payments to the NHT Trustee. The payments shall be made in twelve (12) equal annual installments. The Authority hereby agrees that delivery of such payments to the NHT Trustee constitutes full satisfaction of the Applicant's obligation to make the Linkage Payments.

The first installment of the Linkage Payment shall be due and payable on the Payment Date, as defined in 2.6, infra., and subsequent installments shall be due and payable on the following eleven (11) anniversary dates of the Payment Date.

The NHT Trustee shall enforce the Applicant's election under this Section of the Agreement and shall collect any funds due hereunder. In the event any Linkage Installment Payments are not made in a timely manner as provided herein, the Applicant shall pay interest thereon at the rate of 1.5% per month, commencing on the applicable anniversary date of the Payment Date when payment should have been received by the NHT Trustee and ending on the date when the NHT Trustee receives payment.

Notwithstanding that the Applicant shall have elected the Housing Payment Option, at any time thereafter the Applicant may elect to satisfy its then remaining obligation for the Linkage Payment, in whole or in part, by the Housing Creation Option, by submitting a proposal as provided in 2.2 of this Agreement.

2.4 Calculation of Linkage Payment. The parties hereby acknowledge that the Project will include certain uses enumerated in Table D of Article 26A of the Boston Zoning Code, as in existence on the date hereof (hereinafter "Table D Uses"), including but not limited to educational uses. It is anticipated that the gross floor area (calculated pursuant to Section 2-1(21) of the Zoning Code) of the Project devoted to one or more such uses in the aggregate will exceed one hundred thousand (100,000) square feet; said gross floor area devoted to such uses is expected to be approximately 218,000 square feet, based upon schematic drawings for the Project. The total amount of the Linkage Payment, calculated at the rate of \$5.00 for each square foot of gross floor area in excess of one hundred thousand (100,000) square feet devoted to one or more Table D uses, will approximate a total of \$590,000. The parties acknowledge that such approximate amount of the Linkage Payment is based upon gross floor areas as estimated in the Plan. Prior to the issuance of a Certificate of Occupancy, the Applicant shall submit a statement of the final gross floor area for the Project as certified by the Project Architect (as identified in the

Plan). If the actual gross floor area, as defined in Section 2-1(21) of the Boston Zoning Code (as in effect on the date hereof) and as certified by the Project Architect differs from the above-stated estimate, the Applicant shall adjust the amount of the linkage payment in accordance with Article 26A of the Boston Zoning Code to reflect the actual gross floor area as so certified.

2.5 Recalculation. The Authority hereby agrees, subject to the final calculation provisions contained in 2.4 of this Agreement, that any change after the date hereof in the formula (amount or rate of payment) of the Linkage Payment as set forth in Section 26A-3(2) of Article 26A of the Boston Zoning Code and otherwise, or any change after the date hereof in the definition of "gross floor area" in Section 2-1(21) of Article 2 of the Boston Zoning Code, or other changes in the Boston Zoning Code after the date hereof, shall not in any way increase the Linkage Payment determined in accordance with 2.4 of this Agreement.

2.6 Linkage Payment Date. The Payment Date shall be the earlier of either the issuance of a Certificate of Occupancy or twenty-four (24) months after the granting of the building permit that allows for substantial construction, whichever comes first. For purposes of this Agreement, demolition and surface site work shall not be considered substantial construction but the commencement of excavation, foundation, and other work shall constitute substantial construction.

2.7 Notice of Linkage Payment. Upon execution of this Agreement, the Authority will notify the NHT Trustee of such execution.

In order to ensure prompt receipt of the first installment of the Linkage Payment, the Applicant acknowledges that the Inspectional Services Department (hereinafter "ISD") will not issue a Certificate of Occupancy for the building until satisfactory evidence of such receipt has been presented (or a Housing Creation Agreement has been signed with the Authority) and that the Applicant must, therefore, pay the first installment of the Linkage Payment on or, at the election of the Applicant, prior to the Payment Date. Upon receipt of the first installment of the Linkage Payment, the NHT Trustee shall (a) acknowledge receipt thereof; (b) issue to the Applicant a certification of such payment; and (c) notify ISD of such payment. In the event the Authority and the Applicant enter into a Housing Creation Agreement, the Authority shall so notify ISD upon its execution.

The Authority shall review the Applicant's determination of the final gross floor area of the Project. If the

Authority confirms the Applicant's determination it shall so certify and forward the same to the ISD with a copy to the NHT Trustee.

2.8 Project Address:

- a) The Project address as listed on the building permit application is:

376 Huntington Avenue
Boston, Massachusetts

- b) The building permit application number is:

3234

2.9 Non-Accrual of Linkage Payment. If a building permit is not granted for the Project, or part thereof, or if construction of the Project, or part thereof, is abandoned after a building permit is obtained and prior to the commencement of substantial construction (the commencement of excavation, foundation, and other subsurface work shall constitute substantial construction) or if a building permit for the Project, or part thereof, is revoked or lapses and is not renewed, then the Applicant shall have no responsibility for the Linkage Payment with respect to those portions of the Project not constructed.

2.10 Credit Towards Linkage Payment. If the City of Boston should hereafter impose, assess, or levy any excise or tax upon the Project, the proceeds of which are dedicated, in whole or in part, to the establishment of a fund for purposes substantially the same as the purposes recited in Section 26A-1 of Article 26A of the Boston Zoning Code, amounts paid or payable hereunder by Applicant shall be credited against such excise or tax; provided, however, that if such crediting shall not be legally permissible to satisfy payment of such tax or excise, the obligations of the Applicant hereunder shall, to the extent of the amount of such tax or excise, thereupon cease and be of no further force and effect.

ARTICLE 3. JOBS CONTRIBUTION GRANT

3.1 Job Payment. The Applicant shall be responsible, in accordance with the terms of this Agreement, for a Jobs Contribution Grant (hereinafter "Jobs Payment") as such term is defined in Section 26B-2(3) of Article 26B of the Boston Zoning Code, in the amount as calculated and set forth herein. The Jobs Payment shall be made to the Collector-Treasurer of the City of Boston, Room M-5, One City Hall Square, Boston, Massachusetts 02201, as custodian (the "Collector-Treasurer"), pending acceptance of such payments for the Neighborhood Jobs Trust by the City. The Authority

hereby agrees that delivery of such payments to the Collector-Treasurer constitutes full satisfaction of the Applicant's obligation to make the Jobs Payments.

The parties hereby acknowledge that the Project will include certain uses enumerated in Table E of Section 26B-3 of Article 26B as in existence on the date hereof (hereinafter "Table E Uses"), including, without limitation, educational uses. It is anticipated that the gross floor area of the Project which will be devoted to one or more Table E Uses in the aggregate will exceed one hundred thousand (100,000) square feet; said gross floor area devoted to such uses is expected to be approximately 218,000 square feet, based upon schematic drawings for the Project. The total amount of the Jobs Payment calculated at the rate of \$1.00 for each square foot of gross floor area in excess of one hundred thousand square feet devoted to one or more Table E Uses, will approximate a total of \$118,000. The parties acknowledge that such approximate amount of the Jobs Payment is based upon gross floor area as estimated in the Plan. If the actual gross floor area of the Project, as defined in Section 2-1 (21) of Article 2 of the Boston Zoning Code (as in effect on the date hereof) and as certified by the Project Architect (as identified in the Plan) differs from the above-stated estimate, the Applicant shall adjust the amount of the Jobs Payment in accordance with Article 26B of the Boston Zoning Code to reflect the actual gross floor area as so certified.

3.2 Recalculation. The Authority hereby agrees, subject to the final calculation provisions contained in 3.1 of this Agreement, that any change after the date hereof in the formula (amount or rate of payment) for the calculation of the Jobs Payment as set forth in Section 26B-3(1) of Article 26B of the Boston Zoning Code and otherwise, or any change after the date hereof in the definition of "gross floor area" in Section 2-1(21) of Article 2 of the Boston Zoning Code, or other changes in the Boston Zoning Code after the date hereof, shall not in any way increase the Jobs Payment determined in accordance with 3.1 of this Agreement.

3.3 Jobs Payment Date. The Jobs Payment shall be made in two (2) equal installments, the first installment due upon the issuance of a building permit for substantial construction and the remaining portion due on the anniversary of the first payment.

3.4 Non-Accrual of Jobs Payment. If a building permit is not granted for the Project, or part thereof, or if construction of the Project, or part thereof, is abandoned after a building permit is obtained and prior to the commencement of substantial construction thereof, or if a building permit for the Project, or part thereof, is revoked

or lapses and is not renewed, then the Applicant shall have no responsibility for the Jobs Payment with respect to those portions of the Project not constructed.

3.5 Credit Toward Jobs Payment. If the City of Boston should hereafter impose, assess, or levy any excise or tax upon the Project, the proceeds of which are dedicated, in whole or in part, to the establishment of a fund for purposes substantially the same as the purposes recited in Section 26B-1 of Article 26B, amounts paid or payable hereunder by Applicant shall be credited against such excise or tax, provided, however, that if such crediting shall not be legally permissible to satisfy payment of such tax or excise, the obligations of the Applicant hereunder shall, to the extent of the amount of such tax or excise, thereupon cease and be of no further force or effect.

ARTICLE 4. RESIDENT CONSTRUCTION EMPLOYMENT PLAN

4.1 Boston Residents Construction Employment Standards. The Boston Residents Construction Employment Plan, a copy of which is attached hereto as Exhibit C, satisfies the requirements of the Boston Residents Jobs Policy established by Chapter 30 of the Ordinances of 1983 and the Mayor's Executive Order Extending the Boston Residents Jobs Policy dated July 12, 1985, and the requirements of Chapter 12, Ordinances of 1986 as amended by Chapter 17, Ordinances of 1986. Prior to issuance of a building permit for the Project, the Applicant will execute the Boston Residents Construction Employment Plan (substantially in the form attached hereto as Exhibit C), which sets forth in detail the Applicant's plans to use Best Efforts (as defined in said Chapter 12, Ordinances of 1986) and to require that its Contractor and those engaged by said Contractor for construction of the Project use their Best Efforts (as defined in said Chapter 12, Ordinances of 1986) to meet the following Boston Residents Construction Employment Standards: (1) at least fifty (50) percent of the total employee workerhours in each trade shall be by bonafide Boston residents; (2) at least twenty-five (25) percent of the total employee workerhours in each trade shall be by minorities; and (3) at least ten (10) percent of the total employee workerhours in each trade shall be by women. Said plan includes provisions for monitoring, compliance and sanctions.

ARTICLE 5. EMPLOYMENT OPPORTUNITY PLAN.

5.1 The Applicant shall execute a Memorandum of Understanding (substantially in the form attached hereto as Exhibit D) and a First Source Agreement (substantially in the form attached hereto as Exhibit E). The Memorandum of

Understanding will set forth an Employment Opportunity Plan which presents the Applicant's agreement that the Applicant will make good faith efforts to achieve a goal that fifty (50) percent of certain new employment opportunities that may be created by the Project (other than positions to be held under academic or professional appointments) will be made available to Boston Residents, subject to the Applicant's Affirmative Action Plan, and any collective bargaining agreements or other employment policies or agreements to which the Applicant is or may be a party. The First Source Agreement with the Mayor's Office of Jobs and Community Services requires the Applicant to use the services of the Boston Job Exchange employment referral before embarking on a general recruitment effort to fill entry-level positions within the Project.

ARTICLE 6. LIABILITY.

6.1 Applicant's Liability. The obligation of the Applicant to make the Linkage Payments as provided herein shall be the unconditional liability of Northeastern University, subject to the terms and conditions of this Agreement. No holder of a mortgage on the Project shall be liable to perform, or be liable in damages for failure to perform, any of the obligations of the Applicant hereunder unless and until such holder acquires title to the Project by foreclosure or deed in lieu of foreclosure.

6.2 Personal Liability. Subject to the provisions contained in 7.5 infra., neither the Applicant nor any trustee, beneficiary, partner, stockholder, manager, officer, director, agent or employee of the Applicant or its successors and assigns (including, without limitation, mortgagees) shall be personally or individually liable under this Agreement, nor shall it or they be liable beyond the extent of its or their interest in such Project.

ARTICLE 7. MISCELLANEOUS PROVISIONS.

7.1 Amendments; Law to be Applied. If the parties hereto agree hereafter to amend this Agreement, such amendment shall be in writing and executed by the parties hereto. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts, and sets forth the entire agreement between the parties. This Agreement is binding and enforceable under contract law upon, and inures to the benefit of, the parties, their successors, assigns, and legal representatives, including, without limitation, any successor owner of the improvements, and the Trusts as successor to the Authority as and when such Trusts shall be established, notwithstanding any subsequent amendment, or repeal of

Article 26A or Article 26B or court decision having the effect of an amendment or repeal of Article 26A or Article 26B.

7.2 Capitalized Terms. The capitalized terms used herein without definition shall have the meanings ascribed in Article 2 or Article 26A or Article 26B of the Boston Zoning Code, unless otherwise provided.

7.3 Knowledge of Laws. Applicant shall keep itself fully informed of all votes of the Authority, City ordinances, executive orders, and regulations, and state and federal law which in any manner affect the provisions of this Agreement. Applicant shall at all times observe and comply with said votes, ordinances, executive orders, regulations or laws, and shall protect and indemnify the City and the Authority, its officers, agents and employees against any claim or liability arising from or based upon the violations of such ordinances, executive orders, regulations or laws, caused by any act or omission of the Applicant, its agents or employees. The Authority acknowledges that the Project is financed in part by a grant from the United States of America, and that the Project is subject to applicable federal law.

7.4 Notice. All notices under this Agreement must be in writing and mailed to the parties at the following addresses:

Authority: Boston Redevelopment Authority
Director's Office
City Hall Square
Boston, MA 02201

With a copy to: Boston Redevelopment Authority
Chief General Counsel
Building 33
Charlestown Navy Yard
Charlestown, MA 02129

Applicant: Northeastern University
122 St. Stephen Street
Boston, MA 02115
ATTENTION: John Martin

With a copy to: Univeristy Counsel
Northeastern University
Churchill Hall
Boston, MA 02115
ATTENTION: Vincent Lembo, Esquire

and a copy to: Palmer & Dodge
One Beacon Street
Boston, MA 02108
ATTENTION: David R. Rodgers, Esq.

7.5 Notice of Agreement upon Sale or Assignment. No sale, conveyance, disposition, transfer or assignment of the Applicant's entire interest in the Project shall occur unless the Applicant complies with the following conditions: a) the Applicant shall not be in default of the terms and conditions of this Agreement imposed upon Applicant to such date; b) the successor or assignee shall expressly assume and agree to perform and comply with all the covenants and provisions of this Agreement on the part of the Applicant; and c) there shall be promptly delivered to the Authority the original or a duplicate original of the instrument or instruments containing such assignment to and assumption by the successor or assignee; provided, however, that should the Applicant fail to comply with such conditions in connection with any such sale, conveyance, disposition, transfer or assignment, the unfulfilled payment obligations of the Applicant under this Agreement shall thereupon become immediately due and payable. Failure of the Applicant to give such notice prior to the sale or assignment of its interest in the Project shall render ineffective the provisions contained in Article 6 hereof. In the event that any holder of a mortgage on the Project shall acquire title to the Project by foreclosure or deed in lieu of foreclosure, such holder shall expressly assume and agree to perform any obligations of the Applicant hereunder thereafter accruing.

7.6 Certification of Compliance. The Authority hereby agrees to assist the Applicant in obtaining from the Collector/Treasurer, upon satisfaction by the Applicant of its obligations under the Linkage Payment and Jobs Payment, within 10 business days after request by the Applicant, a certification, in recordable form, that said Linkage Payment or Jobs Payment, or both, as the case may be, have been satisfied by the Applicant and that the Applicant has no further liability for such Linkage Payment or Jobs Payment or otherwise under this Agreement.

7.7 Satisfaction of Development Impact Project Requirements. The Authority hereby acknowledges that, by executing this Agreement, the Applicant has satisfied the requirements of Section 26A-3(2) of Article 26A and Section 26B-3(1) of Article 26B of the Boston Zoning Code insofar as satisfaction of the requirements of those Sections are a precondition to the granting, allowing, or adopting of a variance, conditional use permit, exception, or zoning map or text amendment with respect to the Applicant's development of the site.

7.8 Titles. The captions of this Agreement, its articles and sections throughout this document are intended solely to facilitate reading and referencing its provisions. Such captions shall not affect the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their behalf by their respective officers thereunto duly authorized as of the day and year first above set forth.

Approved as to Form:

BOSTON REDEVELOPMENT AUTHORITY

Robert F. McNeil
Chief General Counsel
Boston Redevelopment Authority

By: _____
Stephen Coyle, Director

NORTHEASTERN UNIVERSITY

By: _____

BOSTON RESIDENTS CONSTRUCTION EMPLOYMENT PLAN

FOR

NORTHEASTERN UNIVERSITY
LEARNING RESOURCE CENTER

WHEREAS, Northeastern University (the "Developer") and the Boston Redevelopment Authority (the "Authority") intend to bring the construction employment benefits of the Project, as hereinafter defined, to residents of the City of Boston, minorities, and women;

WHEREAS, the Mayor's Executive Order of July 12, 1985, entitled "Executive Order Extending the Boston Residents Jobs Policy", and the Development Impact Project Agreement between Developer and the Authority pertaining to the Project dated February 11, 1988, each require the Developer to prepare and submit and the Authority to approve a construction employment plan;

WHEREAS, the Boston Employment Commission, established by Chapter 12 of the Ordinances of 1986 as amended by Chapter 17 of the Ordinances of 1986 (collectively the "Ordinance") passed by the Boston City Council on July 30, 1986 and August 12, 1986 and signed by the Mayor of the City of Boston, a copy of which is annexed hereto as Exhibit A and incorporated herein by this reference, is responsible for making determinations of compliance with regard to the Boston Residents Construction Employment Standards.

NOW, THEREFORE, the Developer, the Authority, the Commission and OJCS agree that the approved construction employment plan (this "Plan") for the Project is as follows:

Section I: DEFINITIONS

As used in this Plan, the following terms shall have the meanings set forth below. Capitalized terms used in this Plan without definition which are defined in the Ordinance shall have the meanings ascribed to them in the Ordinance.

1.1 Boston Residents Construction Employment Standards: The standards of that name established under said July 12, 1985 Executive Order, specifically,

- (1) at least 50 percent of the total construction employee work-hours in each trade shall be by bona fide Boston Residents;
- (2) at least 25 percent of the total construction

employee work-hours in each trade shall be by minorities; and

- (3) at least 10 percent of the total construction employee work-hours in each trade shall be by women.
- 1.2 Contractor: A general contractor for the Project engaged from time to time by the Developer, and where the context requires any subcontractor thereto.
- 1.3 On-Site Monitor: An individual employed by the Contractor whose primary responsibility will be (i) to serve as compliance officer for the purpose of pursuing the Boston Residents Construction Employment Standards and (ii) the daily implementation of this Plan. As used in paragraphs 3.5 and 3.6 the phrase "On-Site Monitor" shall also include the individual designated by each subcontractor to serve as compliance officer for the purpose of pursuing the Boston Residents Construction Employment Standards. The On-Site Monitor shall have as his or her principal place of business the construction site.
- 1.4 Project: The construction of a learning resource center containing approximately 218,000 square feet of gross floor area on a parcel of land within the Northeastern University central campus off Huntington Avenue.

Section II: GENERAL REQUIREMENTS

- 2.0 Developer shall use Best Efforts to ensure that the Boston Residents Construction Employment Standards are met by its Contractor in constructing the Project, to the extent that such requirements do not conflict with applicable collective bargaining agreements.
- 2.1 The Developer shall designate an individual who shall have among his or her primary responsibilities the purpose of managing compliance with the Boston Residents Construction Employment Standards.
- 2.2 The Developer shall incorporate into its construction contract with Contractor and shall require Contractor to incorporate into each of its subcontracts provisions requiring that Contractor and each subcontractor engaged in construction in connection with the Project comply with this Plan. The incorporation by reference of this Plan into any such construction contract or subcontract shall satisfy such obligation.
- 2.3 The Developer shall require that the Contractor designate an On-Site Monitor and that each subcontractor

designate an individual to serve as compliance officer for the purpose of pursuing the Boston Residents Construction Employment Standards.

- 2.4 Documentation of the Developer's compliance herewith shall be maintained by the Developer. Documentation of the Contractor's compliance herewith shall be maintained by the Developer and On-Site Monitor. The Developer shall provide copies of such documentation to OJCS as required herein or as requested from time to time by the Authority, OJCS or the Commission.
- 2.5 The Developer shall cause the Contractor to prepare a projection of work force needs over the course of construction of the Project and to complete the Quarterly Work Force Projection Table attached hereto as Exhibit B and incorporated herein by this reference. Contractor shall update such projection periodically during the course of construction of the Project, but not less frequently than quarterly, and submit such projection to OJCS two weeks prior to the start of a quarter or two weeks prior to the date of a subcontractor's start of construction. Contractor shall cause all subcontractors to submit Projections of workforce needs according to the provisions of this Section.
- 2.6 The Commission shall make determinations as to compliance by Developer and Contractor with the Boston Residents Construction Employment Standards at time intervals as set out in one of the following two schedules, whichever allows for more frequent determinations:
 - (1) When the Project is 25, 50, 75 and 100 percent complete, or,
 - (2) Every three months from the date of commencement of construction of the Project.

"Percent complete" shall be measured by the percentage of the total worker hours expected to be worked on the Project as set forth in the projection of work force needs shown on the Quarterly Work Force Projection Table submitted pursuant to paragraph 2.5.

- 2.7 The Developer shall maintain, and shall cause Contractor to maintain, records necessary to ascertain compliance with this Plan for one (1) year after the issuance of a Certificate of Occupancy for the shell and core of the Project.

- 2.8 The Developer shall meet with the Contractor no less frequently than weekly throughout the period of construction of the Project to review the Contractor's compliance with this Plan and the Boston Residents Construction Employment Standards. The Developer shall record and maintain minutes of such meetings, indicating the substance and details of any discussions concerning the Boston Residents Construction Employment Standards, and forward copies thereof to OJCS within ten (10) calendar days of such meetings.

Section III: PROCEDURES

- 3.0 The Contractor shall furnish to the Authority, the Developer and OJCS the names, titles, business addresses and telephone numbers of the persons designated as the On-Site Monitors.
- 3.1 Prior to the start of construction, the Developer and the Contractor shall meet with representatives of OJCS for the purpose of discussing and agreeing upon the methods and procedures for the implementation of the provisions of this Plan.
- 3.2 Within one month of the anticipated date of the start of construction, the Contractor and each subcontractor to the Contractor then selected, if any, shall meet with appropriate representatives of the construction trades unions, OJCS, and the Authority for the purpose of reviewing the Boston Residents Construction Employment Standards and the estimated employment requirements for construction of the Project. Such a meeting shall be held with all future contractors and subcontractors, if any, selected for work on the Project within thirty days prior to the date such contractor or subcontractor begins work. The Contractor shall make a written record of the time and place of such meeting and shall furnish a copy of such record to the Developer.
- 3.3 Within three (3) working days after the employment or assignment of a worker to work on the Project, the Contractor and each subcontractor will obtain from such worker a valid driver's license, utility bill, current lease or deed for personal dwelling, or voter registration, along with a completed and signed Residency Verification Form in the form attached hereto as Exhibit C. The Residency Verification Form shall be submitted to OJCS together with the first Weekly Utilization Report on which such worker's employment is first reported, and a copy thereof shall be furnished to the Developer. If the Contractor or the subcontractor shall have requested a worker to complete such Residency

Verification Form and the worker shall have refused to do so, the Contractor or subcontractor shall submit a sworn statement on a Residency Verification Form that the worker has been requested to complete and sign such form but has refused.

- 3.4 One week following the commencement of construction of the Project and each week thereafter until such work is completed the On-Site Monitor shall obtain from each subcontractor and submit to OJCS, with a copy to the Developer, for the week just ended Weekly Utilization Reports in the form attached hereto as Exhibit D. In lieu of submitting the form attached hereto, the On-Site Monitor, upon prior approval of OJCS, may obtain and submit (with a copy to the Developer) completed payroll records containing the same information as is required on the form attached hereto as Exhibit D.
- 3.5 All persons applying directly to the Contractor or any subcontractor for employment in construction of the Project who are not employed by the person to whom application for employment is made shall be referred by such person to OJCS. The On-Site Monitor shall forward in writing to OJCS, within two business days of receipt thereof, the names, home addresses and telephone numbers of all persons applying directly to the Contractor or any subcontractor for employment in construction of the Project who are not employed by the person to whom application for employment is made. The On-Site Monitor shall keep a written record of all referrals made to OJCS pursuant to this paragraph 3.5, of any person who was referred to the Contractor or any subcontractor by OJCS but was not hired, and the reasons why any person so referred was not hired. Copies of such records shall be furnished to the Developer. It shall be a sufficient reason for failure to hire any person so applying or referred that employment of such person would not comply with any union security clauses contained in any applicable collective bargaining agreements to which construction of the Project is subject.
- 3.6 Each request for qualified construction workers made by the Contractor or any subcontractor to a union hiring hall, business agent, shop steward, or contractor's association shall contain a recitation of the Boston Residents Construction Employment Standards in the Form attached hereto as Exhibit E and a request that referrals for construction positions be referred in the same proportion as such Boston Residents Construction Employment Standards; provided, however, that if at the

time of any such labor request the requesting party's work force composition falls short of the Boston Residents Construction Employment Standards in any one or more categories, such labor request shall seek referrals in such proportion among such categories as would be necessary to more fully achieve the proportions set forth in the Boston Residents Construction Employment Standards. In the event that the union hiring hall, business agent or contractor's association to whom or which such a request has been made fails to fully comply with such request, the requesting party's On-Site Monitor shall seek written confirmation from the union hiring hall, business agent, or contractor's association. Copies of any confirmation so obtained shall be submitted within two days to OJCS. Copies of any request for qualified workers made at a time that the requesting party's workforce composition falls short of any one or more of the Boston Residents Construction Employment Standards shall be forwarded contemporaneously to the Skills Bank maintained by OJCS.

- 3.7 Representatives of OJCS shall visit periodically the site of the Project during normal working hours to verify the information in the Weekly Utilization Reports, Residency Verification Forms, or other documentation submitted by the Contractor or the Developer. Such representatives shall comply with all safety and site control requirements imposed by the Contractor.

Section IV: DETERMINATION OF COMPLIANCE

- 4.0 Failure by the Developer or the Contractor, as the case may be, as determined by the Commission at the determination intervals set forth in paragraph 2.5 hereof, to either (i) comply with the Boston Residents Construction Employment Standards, or (ii) use Best Efforts in attempting to comply with the Boston Residents Construction Employment Standards, all as required by this Plan, shall constitute non-compliance herewith. A finding of non-compliance by the Commission shall not be reviewed by the Authority. The Authority shall hold a public hearing to review any recommendation received from the Commission that the Authority impose sanctions for such non-compliance.

Section V: SANCTIONS

- 5.0 Pursuant to and in accordance with the Ordinance, the Developer shall deposit into the escrow fund established by the Commission pursuant to the Ordinance an amount equal to one tenth of one percent (0.1%) of the total

cost of construction as stated in the building permit application for the Project. Such deposit shall be made upon the issuance of a building permit for the Project. Such deposit shall secure the obligation of the Developer to pay, or cause the Contractor to pay, any fines levied by reason of the non-compliance herewith of the Developer or Contractor, as the case may be, and shall be held until the Commission has issued a Certificate of Compliance indicating that the Developer and Contractor have complied with this plan or have satisfied any accrued fines.

- 5.1 All fines recommended by the Commission in accordance with the Ordinance and imposed upon the Developer by the Authority as provided above shall be deemed imposed by the Authority in its capacity as the contracting agency within the meaning of the Ordinance.
- 5.2 The Developer and the Contractor shall be subject to such sanctions as are authorized by the Ordinance.

Section VI: MISCELLANEOUS

- 6.0 The provisions of this Plan are severable, and if any shall be held invalid, unconstitutional or otherwise unenforceable by any court of competent jurisdiction, the decision of such court shall not affect or impair any of the remaining provisions.
- 6.1 This Plan shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. The parties acknowledge that the Project is funded in part by a grant from the United States of America, and that the Project is subject to applicable federal law.
- 6.2 All notices required or permitted to be given under this Plan shall be in writing signed by duly authorized officers, and shall be deemed delivered if mailed, postage prepaid, by registered or certified mail, return receipt requested, or delivered by hand to the principal office of the party to which it is directed, which is as follows unless otherwise designated by written notice to the other party:

Developer: Northeastern University
122 St. Stephen Street
Boston, Massachusetts
Attn: John A. Martin
Vice President, Buisness

Authority: Boston Redevelopment Authority
One City Hall Square, 9th Floor
Boston, Massachusetts 02201
Attention: Director's Office

Commission: Boston Employment Commission
15 Beacon Street
Boston, Massachusetts 02108
Attention: Executive Director

OJCS: Mayor's Office of Jobs and
Community Services
15 Beacon Street
Boston, Massachusetts 02108
Attention: Director

- 6.3 Section titles of this Plan are for convenience of reference only and shall be disregarded in construing any provision hereof.
- 6.4 The provisions of this Plan shall be binding upon, and shall inure to the benefit of the successors and assigns of the Authority, the Commission and OJCS and the successor owners of the Project.
- 6.5 In the case of any inconsistency between the provisions of this Plan and of the Ordinance, or of the provisions of any rules or regulations which may be adopted by the Commission pursuant to the Ordinance, the provisions of the Ordinance, or of such rules or regulations, shall govern.

In WITNESS WHEREOF, the undersigned have caused this Plan to be executed and delivered on this _____ day of February, 1988.

NORTHEASTERN UNIVERSITY

By: _____
John A. Martin,
Vice President

APPROVED AS TO FORM:

BOSTON REDEVELOPMENT AUTHORITY

Chief General Counsel

By: _____
Stephen Coyle, Director

BOSTON EMPLOYMENT COMMISSION

By:

Kristen McCormack,
Executive Director

MAYOR'S OFFICE OF JOBS
AND COMMUNITY SERVICES

By:

Kristen McCormack,
Director

QUARTERLY WORK FORCE PROJECTION TABLE

Exhibit B

PROJECT _____
LOCATION _____
CONTRACTOR _____
ADDRESS _____
CONTACT: _____ Phone: _____

COMPLIANCE AND ENFORCEMENT DIVISION
OFFICE OF JOBS AND COMMUNITY SERVICE
15 BEACON STREET
BOSTON, MA 02108
720-4300, EXT. 298

QUARTER BEGINNING _____ ENDING: _____

PROJECTED DATE OF COMPLETION _____

TRADE

WEEK ENDING									
TOTAL EMPLOYEES									
BOSTON RESIDENT EMPLOYEES									
MINORITY EMPLOYEES									
FEMALE EMPLOYEES									
PERCENT COMPLETED									

TRADE

TOTAL EMPLOYEES									
BOSTON RESIDENT EMPLOYEES									
MINORITY EMPLOYEES									
FEMALE EMPLOYEES									
PERCENT COMPLETED									

TRADE

TOTAL EMPLOYEES									
BOSTON RESIDENT EMPLOYEES									
MINORITY EMPLOYEES									
FEMALE EMPLOYEES									
PERCENT COMPLETED									

Company Official's Signature _____ Date _____

Exhibit C

RESIDENCY VERIFICATION FORM

Project: _____

Contractor or
Subcontractor: _____

To be completed by Employee:

Name of Employee: _____

Employee's Residential
Address: _____

I hereby state under the pains and penalties of perjury that the foregoing information is true.

Signature
of Employee: _____

Date: _____

To be completed by Contractor or Subcontractor:

The foregoing information was verified by the following:

Driver's License _____
Utility Bill _____
Rent Receipt _____
Return Mail _____
Receipt _____
Other _____
(Please Specify) _____

The foregoing information was not verified: _____

Signature of Contractor
or Subcontractor: _____

Date: _____

PLEASE INCLUDE A COPY OF ONE OF THE ABOVE AS PROOF OF RESIDENCY.



Exhibit E

Boston Residents Construction Employment Standard state that of the hours worked on this Project, these work-hours must be performed by:

50% Boston Residents
25% Minorities
10% Women

RAYMOND L. FLYNN, MAYOR

Please refer accordingly.

MAYOR'S OFFICE OF JOBS AND COMMUNITY SERVICES

WORK FORCE REQUEST DOCUMENTATION

FROM: _____

DATE REQUESTED: _____

TO: _____

DATE REQUIRED: _____

LOCAL # _____

REQUEST MADE TO: _____

NAME

TITLE

PROJECT: _____

I. REQUESTS

TRADE: _____

TOTAL	RESIDENTS	MINORITY	FEMALE

REQUESTS MADE BY: _____

NAME

II. REFERRALS

TOTAL	RESIDENTS	MINORITY	FEMALE

Date: _____

PLEASE INCLUDE WORKER'S NAME, ADDRESS, SEX, ETHNICITY AND SS#

Miscellaneous

Exhibit 1

ATTACHMENT "C"

PROJECT: _____

Attn: _____

Date: _____

To Whom It May Concern:

RE: Start Work Notification

Please be advised that _____ below-listed subcontractor will
be starting work in the field at the above Project:

Subcontractor: _____

Address: _____

Work To Be Performed: _____

Approximate Start Date: _____

Approximate Completion Date: _____

Employing Construction Trade(s): _____

Anticipated Average Daily Work Force: _____

Very truly yours,

CB/mf
(doc: 00038)

Miscellaneous

Exhibit 2

ATTACHMENT "D"

Project: _____

To: Mayor's Office of Jobs & Community Service
Compliance & Enforcement Division
15 Beacon Street
Boston, MA 02108

Attn. _____

Date: _____

To Whom It May Concern:

Re: Stop Work Notification

Please be advised that _____ below-listed Subcontractor has
ceased work in the field at the above Project:

Subcontractor: _____

Trade(s) Employed: _____

Reason for Work Termination: _____

Very truly yours,

CB/mf
(doc: 00078)

PROJECT: _____

Miscellaneous

APPLICANT DISPOSITION

Exhibit 3

TO DOCUMENT WALK-ON APPLICANTS

Date: _____ Subcontractor _____

Applicant Name: _____ M ___ R ___ F ___ Telephone No. _____

Address _____

Position Applied For _____

Recruitment Source

_____ Off the Street

_____ OJCS Skills Bank (JOB'S BANK 720-4300 ext. 334)

_____ Union Referral

_____ Community Organization

_____ Other _____

Disposition

(Date:)

_____ 1. Hired

_____ 2. Not hired Reason _____

_____ 3. Referred to Union: Result: _____

_____ 4. Referred to Subcontractor

_____ 5. Referred to Training Specify: _____

_____ 6. Other Action: _____

Signed _____
Superintendent/Project Manager/Foreman